

UNITED STATES OF AMERICA  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

Teamsters Local 337  
Plaintiff

-VS-

Heartland Steel Products LLC  
Defendant

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**COMPLAINT TO ENFORCE ARBITRATION AWARD**

Now comes Teamsters Local Union No. 337 by and through its Attorney Kevin J. O'Neill P.C. and does move to Enforce the Arbitration Award the Industrial Board Arbitration Committee entered on April 15, 2024 reinstating Anthony Ghekiere. In support of its Complaint Plaintiff states;

1. This action is brought under Section 301 of the Labor Management Relations Act (LMRA) 29 U.S.C. Section 185 and seeks to Enforce the Award of the Arbitration Committee issued on April 15, 2024.

**PARTIES**

2. Local 337 is a Labor Organization representing employees in an industry effecting commerce within the meaning of Section 301 of the Labor Management Relations Act U.S.C. Section 185. Local 337 provides such representation within the geographic area covered by this Court.
3. Defendant Heartland Steel Products LLC is engaged in Business in the State of Michigan and operates a facility in Marysville, Michigan.
4. Heartland Steel Products LLC is engaged in an industry affecting Commerce as defined in the LMRA, 29 U.S.C. 142 et seq.

5. This Court has subject matter Jurisdiction over this action under Section 301 of the Labor Management Relations Act 29 U.S.C 188 (a) and 28 U.S.C. 1331.
6. Venue is proper in this Court under 28 U.S.C. 2201 in that the events or omissions giving rise to the Complaint occurred in this District.

**RELEVANT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES**

7. The parties are signatures to a CBA dated March 1, 2022 through February 28, 2025.
8. The contract contains a Provision Article 6, that States a Discharge or Suspension requires Just Cause.
9. The contract has a Provision, Article 7 titled Grievance and Arbitration procedure with Arbitration to occur before the Mid-Michigan Arbitration Committee.
10. This Provision grants Jurisdiction and Authority to the Arbitrator to interpret the explicit provision or Provisions of this Agreement.

**RELEVANT FACTS**

11. Grievant Anthony Ghekiere was employed by Defendant at its Marysville, Michigan facility.
12. On February 23, 2024 said Grievant was Discharged with the Employer alledging Willful or Negligence causing damage or destruction of property.
13. On February 26, 2024 the Grievant filed a Grievance contesting his Discharge.
14. An Arbitration hearing was held before the Industrial Board Arbitration Committee on April 15, 2024.
15. Both parties appeared and presented their facts and evidence in support of their respective positions.

16. The Industrial Board Arbitration Committee issued its decision sustaining his Grievance and ruling that he be returned to work on April 22, 2024 (copy of Arbitration Award attached as Ex. A.) stating:

Decision: All parties stating they presented their evidence, and the Grievant further stating that he was satisfied with his Union Representation, on the facts presented, by majority vote of the Board, the Grievant will return to work April 22, 2024 with no back pay or fringes for the time off, except medical, and all seniority.

17. The employer has failed to reinstate the Grievant or comply with the Award of the Arbitration Committee.

#### **RELEVANT FACTS**

18. Plaintiff incorporates paragraphs 1-17 as if fully pled.
19. After hearing all arguments and facts the Arbitration committee sustained the Grievance of Anthony Ghekiere.
20. The Defendant has refused to reinstate him or comply with the Award.
21. The Defendant has no Legal Basis not to comply with the contractually agreed to Arbitration process and decision.
22. The only reason the Defendant is not complying with the Arbitrator's Award is because it disagrees with the decision. That is not a Legitimate reason to not comply with the Award.
23. The provision (Article 7) Section 9 states further.

In the event that an employer fails to comply with a decision of an Arbitrator under this Agreement, the employer shall in addition to any remedy provided by the Arbitrator, be Liable for all cost, including Legal Fees, Lost Wages and interest, incurred by the Union or Employees represented by the Union, in obtaining compliance with the Arbitrator's decision.

REMEDY

Wherefore Teamsters Local 337 requests that this Honorable Court issue its decision that Anthony Ghekiere be reinstated and granted back pay and all benefits from the date the Arbitration Committee stated he should return to work or is entitled to back pay together with Costs interest and Attorney Fees. Additionally, that Plaintiff Local 337 receive its costs interest and Attorney fees in having to enforce the Award.

Respectfully Submitted,

*Kevin O'Neill*

Kevin J. O'Neill (P36377)  
22700 Garrison Street, Suite A  
Dearborn, Michigan 48124  
Telephone: (313) 359.9888  
Fax: (313) 359.1598  
Email: kevin21@hotmail.com

# Exhibit

# A



Form 1/2024

Page 1 of 2 Pages

**INDUSTRIAL BOARD ARBITRATION COMMITTEE**

3250 COOLIDGE BERKLEY, MICHIGAN 48072-1634

Telephone (248) 398-1170 Fax (248) 398-6619

**DECISIONS OF MONDAY, APRIL 15, 2024**

AT: \*\*\*HOLIDAY INN DETROIT METRO, 8400 MERRIMAN RD., ROMULUS, MI 48174\*\*\*

TELEPHONE: (734) 729-8400

EMPLOYER COMMITTEE  
REPRESENTATIVESOAKLEY INDUSTRIES SUB ASSEMBLY

DANIEL FENWICK

PROS ENVIRONMENTAL SERVICES

GERRY SNYDER

TRADITIONAL LOGISTICS & CARTAGE

JIM ADKINS

LARRY McFARLAND (Honorary)REPUBLIC SERVICES

JASON GAGNE

ALL STAR SERVICES

DUNCAN SMITH

MICHELLE CAMPBELL

RITE AID

ASHLEIGH BRIGHT

ALRO STEEL

MIKE WARD

STEVE HICKS

Chairman

KEN KWAPISZ

Alternate Chairman

Alternate Chairman

BARRY E. SOLOMON

Secretary

KURT DENZER

Sergeant-At-Arms

UNION

KEVIN MOORE

TODD LINCE

SEAN M. O'BRIEN

JAMES FOX

RICK DUBROY

JIM PARRINELLO

DON MORAN

AL YOUNG

ROY GROSS

JEFF LEE

MIKE GLUBA

PAUL HARRISON

LEROY MICKENS

DAN GLASS

MARK BARNHART

JOHN MATUS

DENNY KROGSTAD

MIKE FINEGAN (Honorary)

TEAMSTERS LOCAL 299 v. PRECISION VEHICLE LOGISTICS

24-015 Re: MICHAEL MALICCO #37139 (**Adj. mutually March**)  
 Dispute: Contract violation – Pay  
 Decision: Adjourned Company to the May 20<sup>th</sup> Board hearing with  
 ongoing liability, if any.

4-016 Re: FAHD ALMAWERI #37207 (**Adj. mutually March**)  
 Dispute: Contract violation – Pay  
 Decision: Adjourned Company to the May 20<sup>th</sup> Board hearing with  
 ongoing liability, if any.

TEAMSTERS LOCAL 299 v. M.A.H.S.

24-018 Re: JOE MILLIGAN #33178  
 Dispute: Lay-off  
 Decision: Adjourned mutually to the May 20<sup>th</sup> Board hearing. Any  
 question of ongoing liability shall be reserved.

I.B.A.C. Decisions – Page 2

24-019 Re: JOHN BURKS #33193  
Dispute: Reprimand  
Decision: Adjourned mutually to the May 20<sup>th</sup> Board hearing. Any question of ongoing liability shall be reserved.

TEAMSTERS LOCAL 299 v. RNDC MICHIGAN  
24-021 Re: WILLIAM SNYDER #37258  
Dispute: Discipline  
Decision: All parties stating they presented their evidence, and the grievant further stating that he was satisfied with his Union representation, on the facts presented, by majority vote of the Board, the grievance is upheld for the relief requested. Here, the language used by the Company says “**Drivers Responsibility**”.

TEAMSTERS LOCAL 337 v. HEARTLAND STEEL PRODUCTS  
24-017 Re: ANTHONY GHEKIERE #28633 (Adj. Co. March)  
Dispute: Discharge  
Decision: All parties stating they presented their evidence, and the grievant further stating that he was satisfied with his Union representation, on the facts presented, by majority vote of the Board, the grievant will return to work on April 22, 2024 with no back pay or fringes for the time off, except medical, and all seniority.

TEAMSTERS LOCAL 407 v. CONTRACTORS STEEL CO.  
24-020 Re: RUSS SEESE #22786  
Dispute: Discharge  
Decision: Although being sent notice, the grievant chose not to appear. The Union requested an adjournment, but this was denied. All remaining parties stated they were satisfied. On the facts presented, by majority vote of the Board, the grievance is denied.

TEAMSTERS LOCAL 332 v. JOHN P. O’SULLIVAN DISTRIBUTING  
24-022 Re: WALT JENKINS #66611  
Dispute: Discharge  
Decision: All parties stating they presented their evidence, and the grievant further stating that he was satisfied with his Union representation, on the facts presented, by majority vote of the Board, the termination is reduced to a verbal warning under Work Rule X, and the grievant is to receive 4 weeks back pay and all seniority and fringes.

TEAMSTERS LOCAL 299 v. HEARN INDUSTRIAL SERVICES, INC.  
24-023 Re: ERIC FULMER #37154  
Dispute: Discharge  
Decision: Adjourned Company to the May 20<sup>th</sup> Board hearing with ongoing liability, if any.